

EXHIBIT # 5.2

EXHIBIT B

Eye Catching Media, Inc.
 5530 Elaine Ave SE
 Auburn, WA 98092

Invoice #:	1611
Page:	1
Date:	6/27/2022

Client: Capitol Records Contact: Brittany O'Garro Address: 1750 Vine Street Los Angeles, CA 90028 Campaign: uMusic (Digital Mobile Billboards) Truck 1 (Diddy)

Please Remit Payment To:

Eye Catching Media, Inc.
 5530 Elaine Ave SE
 Auburn, WA 98092

Start Date: 6/24/2022

End Date: 6/26/2022

Digital Mobile Billboard:

Truck 1 (Diddy):

1 Digital MB @ \$1,400/day x 3 days

\$4,200

Payment Terms:

Payments are due upon receipt.

Thanks for your business!

TOTAL DUE:	\$4,200.00
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**INVOICE**

Invoice No. 11713

Customer

Name Motown records, Attn: John Kozak
Address 1750 Vine Street
City Los Angeles State CA ZIP 90028
Phone

Misc

Date 7/20/2022
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	MIA LED Truck Rental for Rolling Loud July 22-24, 2022 8 hours per day	\$ 3,600.00	\$ 3,600.00
	PO# USP0660700		

SubTotal \$3,600.00
Paid \$0.00

Payment

Check

Tax Rate(s)

Comments:

TOTAL OWED \$3,600.00

CHK #:

Expires:

Office Use Only

Please make all checks payable to: MVS MEDIA GROUP, LLC

Thank you for your business

20220831001433686F

From: John.Kozak@umusic.com

To: umg.invoice.usa@umusic.com;

Subject: PLEASE PROCESS: MVS MEDIA GROUP_DUKE DEUCE_USP0660700

Sent Date: Tuesday, August 30, 2022 11:50:43 PM

Received Date: Tuesday, August 30, 2022 11:51:48 PM

Email Unique ID: 43e13d43-295e-4a53-80a9-d358afda25ef

This email is from an external source. Review carefully before clicking links or attachments.

Thanks!

John Kozak

Capitol Music Group

Hollywood, California

John.kozak@umusic.com<mailto:John.kozak@umusic.com>

Lex Promotions & Marketing
 20533 Biscayne Blvd Suite 4523
 Aventura, FL 33180 US
 accounting@lexpromotions.com

Invoice



PO# USP0653040

BILL TO
 John Kozak
 Capitol Records
 1750 Vine Street
 Ca
 Los Angeles, CA 90028

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1975	07/11/2022	\$4,000.00	07/11/2022	Due on receipt	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Mobile Billboard Marketing	7/1/2022-7/3/2022	1	4,000.00	4,000.00

Diddy Essence festival

Company admin fee of 10% of total invoice amount will be paid if invoice is not paid in within 30 days of invoice fee.

BALANCE DUE

\$4,000.00

20220727001424087F

From: John.Kozak@umusic.com

To: umg.invoice.usa@umusic.com;

Subject: PLEASE PROCESS: LEX PROMOTIONS_DIDDY_USP0653040

Sent Date: Wednesday, July 27, 2022 5:07:51 PM

Received Date: Wednesday, July 27, 2022 5:08:32 PM

Email Unique ID: 9c495bad-96ac-42f3-b142-a30e843e7ae5

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Thanks!

John Kozak

Capitol Music Group

Hollywood, California

John.kozak@umusic.com<mailto:John.kozak@umusic.com>

DeWitt Stern
 THE WARDEN (1994) ALVIN, FILE 1005
 A RISK STRATEGIES COMPANY

DeWitt Stern
 500 N. Brand Blvd., Ste. 1600
 Glendale, CA 91203
 T 818.623.5400
 www.dewittstern.com
 License #0F06675

INVOICE

Love
ATTN: Leslie Taylor
C/O Motown Records
 1750 N. Vine Street

Invoice Date: 6/17/2022
Invoice No. : 157712-1
Bill To Code: Universal Music Group
P/O: USP0646440

Hollywood , CA 90028

USA

Job ID: Gotta Move On

Amount Due: \$17,194.46

Policy Effective	Carrier	Policy No.	Policy	Amounts
10/31/2021	Allianz Global Risk US Ins. Co.	UST020974210	Entertainment Package	\$11,836.16
	Allianz Global Risk US Ins. Co.	UST016102211	Commercial Umbrella	\$809.13
	Chubb	9908 65 31	Group Travel Accident	\$0.00
	Hiscox	USUUA263266921	Error and Omissions	\$2,031.67
	Allianz Global Risk US Ins. Co.	UST020973210	Comm. General Liability	\$1,104.17
	Allianz Global Risk US Ins. Co.	UST020973210	Comm. Auto Liability	\$1,413.33

Job ID: Gotta Move On

Amount Due: \$17,194.46

Comments:

Please Make Check Payable and return top portion to:
RSC Insurance Brokerage Inc
dba Risk Strategies Company
PO Box 970069
Boston, MA 02297

Should you wish to wire the payment, the wire information is: First Republic BK, A DIV ML B&T CO, 160 Federal Street, Boston, MA 02110
 ABA No.: 321081669, Insured's Pmnt: RSC Insurance Brokerage, Inc., Premium Trust Acct. Account #
 Swift Code

DeWitt Stern is compensated through fees and/or commissions for services provided to clients to identify, value, mitigate, transfer, and administer their risks. In addition to this compensation, DeWitt Stern has agreements with many of its insurance markets through which it is compensated for insurance placed in these insurance markets. These payments are based upon such factors as the overall volume, growth, and profitability of the total premium placed with each insurer. DeWitt Stern provides additional information about its compensation practices at the request of a client.

20220617001414652F

From: emoreno@risk-strategies.com

To: umg.invoice.usa@umusic.com;

Subject: UMG - Motown Records - Love - Gotta Move On - June 16-17 - Invoice 157712

Sent Date: Friday, June 17, 2022 4:35:22 PM

Received Date: Friday, June 17, 2022 4:36:07 PM

Email Unique ID: e79e42df-72dd-47fa-8380-d1faf7536c97

This email is from an external source. Review carefully before clicking links or attachments.

To whom it may concern,

Please scan the attached invoice into Uniport under the following account:

Jennifer.Hawkins@umusic.com<mailto:Jennifer.Hawkins@umusic.com>

Regards,

Elizabeth? Moreno | Account Manager
p 818-623-5407<tel:818-623-5407> | emoreno@risk-strategies.com<mailto:emoreno@risk-strategies.com>

From: Hawkins, Jennifer <Jennifer.Hawkins@umusic.com>

Sent: Thursday, June 16, 2022 12:31 PM

To: Moreno, Elizabeth <emoreno@risk-strategies.com>

Cc: Taylor, Leslie <Leslie.Taylor@umusic.com>

Subject: [EXT] RE: UMG - Motown Records - Love - Gotta Move On - June 16-17 - P.O. Request - 157712

CAUTION: This email originated outside of the Company network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello

Please note PO # USP0646440

Thank you

J

STURDY.

HTTP://WWW.STURDY.CO — A CREATIVE COMPANY —
DIRECTION, VISUAL DESIGN, SCENOGRAPHY EST.2018.
BASED IN LOS ANGELES, CA

MAKE PAYMENT TO

STURDY.PRODUCTIONS LLC

156 N LARCHMONT BLVD
LOS ANGELES, CA 90004

BILL TO

MOTOWN RECORDS

1750 N VINE ST
HOLLYWOOD, CA 90028
ATTN: JENNIFER HAWKINS

PROJECT

INVOICE

STURDY-CMG3

LOVE - GOTTA MOVE ON MUSIC VIDEO BUDGET

\$89,625.00

25% DEPOSIT (AFTER SHOOT COMPLETION)

DATE

06/16/22

TOTAL

\$89,625.00

PAYMENT DUE

UPON RECEIPT

BANKING INFORMATION

CITY NATIONAL BANK

STURDY.PRODUCTIONS LLC CHECKING ACCOUNT
16133 VENTURA BLVD.
SUITE 100
ENCINO, CA 91436

CHECKING ACCT

WIRE ROUTING #



CLIENT

UMG

1 (760) 989-0840

CONTACT@STURDY.CO

STURDY.

HTTP://WWW.STURDY.CO — A CREATIVE COMPANY —
DIRECTION, VISUAL DESIGN, SCENOGRAPHY EST.2018.
BASED IN LOS ANGELES, CA

MAKE PAYMENT TO

STURDY.PRODUCTIONS LLC

156 N LARCHMONT BLVD
LOS ANGELES, CA 90004

BILL TO

MOTOWN RECORDS

1750 N VINE ST
HOLLYWOOD, CA 90028
ATTN: JENNIFER HAWKINS

PROJECT

INVOICE

STURDY-CMG1

LOVE - GOTTA MOVE ON MUSIC VIDEO BUDGET

\$179,250.00

50% DEPOSIT

DATE

06/15/22

TOTAL

\$179,250.00

PAYMENT DUE

UPON RECEIPT

BANKING INFORMATION

CITY NATIONAL BANK

STURDY.PRODUCTIONS LLC CHECKING ACCOUNT
16133 VENTURA BLVD.
SUITE 100
ENCINO, CA 91436

CHECKING ACCT

WIRE ROUTING #



CLIENT

UMG

1 (760) 989-0840

CONTACT@STURDY.CO

EXHIBIT C



INVOICE

Day At Nite LLC

4114 S Halldale Ave
LOS ANGELES, California 90062
United States

Phone: (530) 218 5441
Mobile: (407) 637 6372
dayatnite.com

BILL TO

Motown Records

1750 Vine Street
Los Angeles, California 90028
United States

Invoice Number: 7290

Invoice Date: December 21, 2022

Payment Due: December 21, 2022

Amount Due (USD): \$5,000.00

Services	Price	Amount
Kaito - photo shoot/ single artwork ONE OF ME	\$5,000.00	\$5,000.00
	Total:	\$5,000.00
	Amount Due (USD):	\$5,000.00

Bill To:
Motown
JMG

Zelle: 6465494410 / alisonlickbane@gmail.com

Cashapp: \$N8NBMoney

Wire Transfer Information:
Bank Name:
Bank ABA:
Bank Location:
Name of Beneficiary:
Account Number:

Date:	10.31.22
Invoice #:	1
PO#:	USP0675U25

DESCRIPTION - ARTIST	SERVICE	Studio	Date	RATE	Hours Overtime	Overtime Rate	AMOUNT
Engineer - Ant / Nova / Writers / Duke	Recording / Edits	Chalice - Camp Love	9.9.22	\$300 per 12 hours	3	\$30 per hour	\$390
Engineer - Haban / Mike City / Jeremih / Bongo / DA / Mishon	Recording / Edits	Chalice - Camp Love	9.10.22	\$300 per 12 hours	3	\$30 per hour	\$390
Engineer - Duke / Dawon / Xania / Jeremih / KalanFrFr	Recording / Edits	Chalice - Camp Love	9.11.22	\$300 per 12 hours	2	\$30 per hour	\$360
Engineer - Jay Uncut / Will G / Eazy / P2J	Recording / Edits	Chalice - Camp Love	9.12.22	\$300 per 12 hours			\$300
Engineer - Will G / Skylar G / StereoTypes	Recording / Edits	Chalice - Camp Love	9.13.22	\$300 per 12 hours	3	\$30 per hour	\$390
Engineer - James Fautleroy	Recording / Edits	Chalice - Camp Love	9.14.22	\$300 per 12 hours	2	\$30 per hour	\$360
	TOTAL:						\$2,190

From: Steve.Cook@umusic.com

To: umg.invoice.usa@umusic.com;

Subject: Inv_14_from_HitBoy_Music_Inc._7944.pdf

Sent Date: Wednesday, October 12, 2022 5:01:45 AM

Received Date: Wednesday, October 12, 2022 5:02:26 AM

Email Unique ID: 25f86bd2-6480-4986-9771-298bffd41ea1

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For immediate processing

Chalice Recording Studio845 N. Highland Avenue
Los Angeles, CA 90038**Invoice**(323) 957-7100
www.chalicerecording.com**Bill To:**Liz Isik
Capitol Music Group
1750 N. Vine Street, 11th fl.
Los Angeles, CA 90028Inv # **8365**Inv Date **9/27/22**Invoiced by **Sandra**Project # **10966**Client PO# **USP0662243**Client **8698****Project: Puff x Love Records**

Date	Item	Description	Qty	Time	Unit Price	Tax/Disc	Line Total
Rooms							
9/9/22	Studio G	4:00PM - 4:00AM - DISCOUNTED 12 HOUR LOCKOUT	1	1	\$ 2,100.00	T \$	2,100.00
9/9/22	Studio G	4:00AM - 11:30AM - OVERTIME	1	7.5	\$ 250.00	T \$	1,875.00
9/10/22	Studio G	1:00PM - 1:00AM - DISCOUNTED 12 HOUR LOCKOUT	1	1	\$ 2,100.00	T \$	2,100.00
9/10/22	Studio G	1:00AM - 4:30AM - OVERTIME	1	3.5	\$ 250.00	T \$	875.00
9/11/22	Studio G	2:00PM - 2:00AM - DISCOUNTED 12 HOUR LOCKOUT	1	1	\$ 2,100.00	T \$	2,100.00
9/11/22	Studio G	2:00AM - 6:00AM - OVERTIME	1	4	\$ 250.00	T \$	1,000.00
9/12/22	Studio G	4:00PM - 4:00AM - DISCOUNTED 12 HOUR LOCKOUT	1	1	\$ 2,100.00	T \$	2,100.00
9/12/22	Studio G	4:00AM - 6:00AM - OVERTIME	1	2	\$ 250.00	T \$	500.00
9/13/22	Studio G	3:00PM - 3:00AM - DISCOUNTED 12 HOUR LOCKOUT	1	1	\$ 2,100.00	T \$	2,100.00
9/13/22	Studio G	3:00AM - 4:30AM - OVERTIME	1	1.5	\$ 250.00	T \$	375.00
9/14/22	Studio G	1:00PM - 1:00AM - DISCOUNTED 12 HOUR LOCKOUT	1	1	\$ 2,100.00	T \$	2,100.00
9/14/22	Studio G	1:00AM - 5:30AM - OVERTIME	1	4.5	\$ 250.00	T \$	1,125.00
9/15/22	Studio G	4:00PM - 4:00AM - DISCOUNTED 12 HOUR LOCKOUT	1	1	\$ 2,100.00	T \$	2,100.00
9/15/22	Studio G	4:00AM - 4:30AM - OVERTIME	1	.5	\$ 250.00	T \$	125.00
9/16/22	Studio G	4:00PM - 4:00AM - DISCOUNTED 12 HOUR LOCKOUT	1	1	\$ 2,000.00	T \$	2,000.00
9/16/22	Studio G	4:00AM - 5:30AM - OVERTIME	1	1.5	\$ 250.00	T \$	375.00
9/17/22	Studio G	4:00PM - 4:00AM - DISCOUNTED 12 HOUR LOCKOUT	1	1	\$ 2,000.00	T \$	2,000.00
9/17/22	Studio G	4:00AM - 6:00AM - OVERTIME	1	2	\$ 250.00	T \$	500.00
9/18/22	Studio G	10:00PM - 7:00AM - DISCOUNTED 12 HOUR LOCKOUT	1	1	\$ 2,000.00	T \$	2,000.00
Rooms Total \$							27,450.00

Rentals

9/9/22	Roland Juno	50% OFF RENTAL FEE X 10 DAYS	1	10	\$ 100.00	\$	1,000.00
9/9/22	Sony C-800G	CHALICE COMP X 10 DAYS	0	10	\$ 150.00	\$	
9/9/22	Akai MPK49	CHALICE COMP X 10 DAYS	0	10	\$ 75.00	\$	
9/9/22	M-Audio Axiom	CHALICE COMP X 10 DAYS	0	10	\$ 75.00	\$	
9/9/22	Midi Controller	CHALICE COMP X 9 DAYS	0	9	\$ 75.00	\$	
9/13/22	Avalon 737	CHALICE COMP X 6 DAYS	0	6	\$ 125.00	\$	

Printed By Studio Suite

9/30/2022

01:52pm

20221207001457512E

Chalice Recording Studio845 N. Highland Avenue
Los Angeles, CA 90038**Invoice**(323) 957-7100
www.chalicerecording.com**Bill To:**Liz Isik
Capitol Music Group
1750 N. Vine Street, 11th fl.
Los Angeles, CA 90028Inv # **8365**Inv Date **9/27/22**Invoiced by **Sandra**Project # **10966**Client PO# **USP0662243**Client **8698****Project: Puff x Love Records**

Date	Item	Description	Qty	Time	Unit Price	Tax/Disc	Line Total
9/15/22	M-Audio	CHALICE COMP X 3 DAYS	0	3	\$ 75.00	\$	
9/15/22	Presonus	CHALICE COMP X 3 DAYS	0	3	\$ 75.00	\$	
9/15/22	Neumann U-87	CHALICE COMP X 3 DAYS	0	3	\$ 150.00	\$	

Rentals Total \$ **1,000.00**Subtotal \$ **28,450.00**

Total Tax \$

Total w/Tax \$ **28,450.00**

Payments \$

Comments:

PUFF WRITING CAMP FOR LOVE RECORDS WITH VARIOUS WRITERS AND PRODUCERS
SETUPS IN CONTROL ROOM, LIVE ROOM & LOUNGE
SESSION DETAILS LISTED ON ATTACHED WORK ORDERS

Balance Due **15 days** From Inv Date **Balance \$ 28,450.00**

USD

Bank Wire Info: **CHALICE RECORDING STUDIO**
ACCOUNT #
ROUTING #
SWIFT CODE

BANK OF AMERICA (323) 730-9140
SUNSET-OGDEN BRANCH 0324
7800 SUNSET BLVD.
HOLLYWOOD, CA 90046, USA

*Please make check payable to Chalice Recording Studio.

**If a legal dispute arises regarding this invoice, actual attorney fees and costs incurred by Chalice Recording Studio shall be added to any amounts due or any judgment obtained.

Stay Royal Productions

1414 e 23rd st Los Angeles California, 90011

Vendor #563707

INVOICE

2

Bill To: Motown Records 345 N Maple Dr
Beverly Hills, CA 90210

UMG

Shawnbarron@gmail.com

De Forrest.taylor@icloud.com

fsantella@combsenterprises.com

Umg.invoice.usa@umusic.com

Su-rmi.givens@umusic.com

Date: Nov 1, 2022

Balance Due: \$500.00

Item	Quantity	Rate	Amount
Love Records Writers Experience - Engineering Services - 10.27.22	1	\$500.00	\$500.00

Subtotal: \$500.00

Tax (0%): \$0.00

Total: \$500.00

20221110001451640E

From: umg.invoiceexceptions.usa@umusic.com

To: Su-rmi.Givens@umusic.com; Vanessa.Cordoba@umusic.com; umg.invoice.usa@umusic.com;

Subject: RE: EX-VMF Doc# 8001306922, Multiple vendor names, PPI V# 563707 - Stay Royal Productions

Sent Date: Thursday, November 10, 2022 8:05:28 PM

Received Date: Thursday, November 10, 2022 8:06:20 PM

Email Unique ID: a39e7b98-2749-46c2-a0d6-3797f859d452

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Adding scanning center.

Regards,

[cid:image002.jpg@01D8F56D.DD53D9D0]

Ganesh Uttkar | Universal Music Group

PTP Accountant (US)

Level 5, Tower VIII, Wing A & B, Magarpatta Township Development and Construction Co. Ltd,
Magarpatta City Village Hadapsar, Taluka Haveli, Pune, Maharashtra, 411014.

Calls: 1-855-856-5808 X 2 (8:00 am to 6:30 pm PST)

Emails: Uniport.Helpdesk.US@umusic.com<mailto:Uniport.Helpdesk.US@umusic.com>

Global Finance Community

site<https://nam02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsecure-web.cisco.com%2F1AbTEZHY0piUmrjokkUc_8v1NWwt9wb0-G3h1SX4SvM6dk1XaQhsJSkdFdV1G-Y7sNWn3KxP5c9LKEFDQspf9O079IjhGdEkqry0A9gB89h9IV3QfEPRPrEFIM4apWwovGIhdfoGqntyauU mL4t1_-Oh4-xpcpx9k5IBHvQkc3gOcTLUISBE9z3M7I67IWRtEOKeJAoUnEQ6FO6IMhi9bvxytQf13PVUzjZWXXKS8ZIA

_xGkGMVV6SnO0sz82RMOYXAboFWGmaxFB2ZQngWuAjd8VjPE89STHocGFTys5BSCOJBYjyv9eVt5
vkRXJk9o4%

SING
MASTERING

781 WHEELER ST NW STUDIO 8
ATLANTA, GA 30318 US
(404)827-8503
info@singmastering.com
https://www.singmastering.com

PO# USP0677574

BILL TO

Capitol Music Group
Attn: Liz Isik
1750 N. Vine Street, 11th floor
Hollywood, CA 90028

INVOICE 10698

DATE 10/03/2022 TERMS Due on receipt

DUE DATE 10/03/2022

ACTIVITY	QTY	RATE	AMOUNT
Audio Mastering Audio Mastering for DIDDY "GOTTA MOVE ON" RMX (RECALL 10.2.22-3) Single. Mastered by Colin Leonard at SING Mastering, Atlanta, GA. MAIN	1	475.00	475.00
Audio Mastering:Add'l Mixes Additional Mixes (Each) CLN, INST, ACA,	3	100.00	300.00
Audio Mastering Audio Mastering for DIDDY "GOTTA MOVE ON" RMX (RECALL 10.5.22) Single. Mastered by Colin Leonard at SING Mastering, Atlanta, GA. MAIN	1	475.00	475.00
Audio Mastering:Add'l Mixes Additional Mixes (Each) CLN, INST, ACA	1	100.00	100.00
TOTAL DUE			\$1,350.00

20221117001453077E

From: Su-rmi.Givens@umusic.com

To: umg.invoice.usa@umusic.com;

Subject: Sing Mastering Invoice 10698

Sent Date: Thursday, November 17, 2022 3:40:22 AM

Received Date: Thursday, November 17, 2022 3:40:41 AM

Email Unique ID: b1c2baf6-12f3-4f78-9ca7-a6e7fa56d80d

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Su-Rmi Givens

Capitol Music Group + Motown Records

INVOICE

GETEM LLC

Luis Cofre

11136 chandler blvd, 303, North Hollywood, CA 91601, UNITED

STATES

getemlouie@gmail.com

Invoice No#: 187

Invoice Date: Sep 19, 2022

\$2,700.00

AMOUNT DUE

BILL TO

PO# USP0088256

MOTOWN

345 N MAPLE DR, BEVERLY HILLS, CA 90210, UNITED STATES

essence.carson@umusic.com

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	CAMP LOVE @CHALICE ENGINEERING W GETELOUIE 9.9.22-9.18.22	9	\$300.00	\$2,700.00
Subtotal				\$2,700.00
TOTAL			\$2,700.00 USD	

From: Su-rmi.Givens@umusic.com

To: umg.invoice.usa@umusic.com;

Subject: GetEm LLC Invoice 187

Sent Date: Tuesday, October 4, 2022 1:09:54 AM

Received Date: Tuesday, October 4, 2022 1:10:36 AM

Email Unique ID: bf43cc51-4f03-4a29-a209-b06af768c393

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For immediate processing

Su-Rmi Givens

Capitol Music Group

212 331-2227

Daniel Lewis Garcia
4829 Cartwright Ave.
North Hollywood, CA 91601

INVOICE

444

Bill To:

Motown Records
USP0669831

Date: Sep 2, 2022

Payment Terms: Check or DP

Due Date: Oct 5, 2022

Balance Due: \$3,500.00

Item	Quantity	Rate	Amount
Audio Engineer Services for Diddy - 09/11-17/22	7	\$500.00	\$3,500.00
Diddy/Love Records Writing Experience, Day 3-9			
Payment Info	0	\$0.00	\$0.00
Bank: Wells Fargo			
Account Number:			
Routing Number: (Direct Deposit)			
BIC/Swift Code: WFBUIUS6S			

Subtotal: \$3,500.00

Tax (0%): \$0.00

Total: \$3,500.00

Notes:

Recording sessions for Diddy/Love Records writing camp at Chalice Recording Studios in Hollywood, CA from September 11-17, 2022.

Terms

PASSED DUE - TO BE PAID IMMEDIATELY

INVOICE #301

September 19, 2022

Alexander Brandon Miranda

6725 Hillpark Drive, Unit 203

Los Angeles, CA 90068

(949) 307-5896

BILL TO**FOR**

Diddy writing camp 9/9-9/17

UMG RECORDINGS, INC.

PO BOX 25104

LEHIGH VALLEY, PA

18002-5104

USA

Recording Engineering

File Management

Operations oversight

PURCHASE ORDER: USP0668106

DESCRIPTION	Date	AMOUNT Unit Price
Day Rate	9/9/22	\$500.00
Day Rate	9/10/22	\$500.00
Day Rate	9/11/22	\$500.00
Day Rate	9/12/22	\$500.00
Day Rate	9/13/22	\$500.00
Day Rate	9/14/22	\$500.00
Day Rate	9/15/22	\$500.00
Day Rate	9/16/22	\$500.00
Day Rate	9/17/22	\$500.00

SUBTOTAL	\$4,500.00
TAX RATE	0.00%
TOTAL	\$4,500.00

Make all checks payable to Alexander B. Miranda

INVOICE

Kieran Lasker

5519 Bevis Ave
 Sherman Oaks, CA 91411
 Cell: 512-920-9213
 Email: kailaskermix@gmail.com

BILL TO:
Motown Records
345 N. Maple Dr
Beverly Hills, CA 90210

PROJECT TITLE: The Love Writing Experience
 PROJECT DESCRIPTION: Vocal Engineering
 P.O. NUMBER: -----
 INVOICE NUMBER: 1
 DATE: September 28, 2022

Description	Quantity	Rate	Cost
Vocal Engineering -			
Recording - Sean Combs - 9/9 - 9/17 (Day Rate)	9	\$ 500.00	\$ 4,500.00
Subtotal			\$ 4,500.00
Total			\$ 4,500.00

Thank you!

Kieran Lasker

Wells Fargo
 Account
 Electronic Routing
 Wire Routing #
 Swift Code:

20221003001441757E

From: Su-rmi.Givens@umusic.com

To: umg.invoice.usa@umusic.com;

Subject: Kieran Lasker Invoice #1

Sent Date: Monday, October 3, 2022 9:08:24 PM

Received Date: Monday, October 3, 2022 9:09:07 PM

Email Unique ID: 560263bc-4026-4ccd-9ef8-a509a630bee9

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For immediate processing

Su-Rmi Givens

Capitol Music Group

212 331-2227

Daheala & Co, LLC

c/o Gelfand, Rennert & Feldman, LLC
 1880 Century Park East #1600
 Los Angeles, CA 90067

USP0653654

INVOICE

DATE	INVOICE #
7/25/2022	072522

Bill To:

Motown Records
 345 N Maple Drive
 Beverly Hills, CA 90210

		Due Date
		Upon Receipt
Item	Description	Amount
	Daheala - Vocal Producer Fee for "One of Me"	\$ 5,000.00
	Daheala - Producer Advance for "One of Me"	\$ 10,000.00

Total Due (USD)	\$15,000.00
------------------------	--------------------

Wire Information

Account Name: Daheala & Co, LLC
 Account Number:
 Routing Number:
 SWIFT Code:
 Bank Name: City National Bank
 Bank Address: 400 N Roxbury Dr, Beverly Hills, CA 90210

20220815001430421E

From: Su-rmi.Givens@umusic.com

To: umg.invoice.usa@umusic.com;

Subject: Daheala Invoice 072522

Sent Date: Monday, August 15, 2022 5:53:05 PM

Received Date: Monday, August 15, 2022 5:53:30 PM

Email Unique ID: 5a0af743-ec1d-4699-8475-0d538f47faf7

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For immediate processing

Su-Rmi Givens

Capitol Music Group

212 331-2227

Madeline St John

518 Glenwood rd #201
 Glendale, CA 91202
 518-588-1038

Invoice

Bill To	Payable to	Invoice No.	Date
Motown 345 N. Maple Dr Beverly Hills, CA 90210	Madeline St John	20	9/19/2022

Description	Days	Day Rate	Amount
Recording Engineer	5	\$300.00	\$1,500.00
September 9th, 10th, 15h, 16th, and 17th			\$0.00
	5	Subtotal	\$1,500.00

Balance Due	\$1,500.00
--------------------	-------------------

20221206001457061E

From: maddistjawn@gmail.com

To: UMG.Invoice.USA@umusic.com;Su-rmi.Givens@umusic.com;

Subject: Love Record Writing Experience Invoice

Sent Date: Tuesday, December 6, 2022 4:18:51 AM

Received Date: Tuesday, December 6, 2022 4:19:27 AM

Email Unique ID: 44eca5c6-99d9-49f5-bcd6-c0ae790f2644

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Hello,

I'm trying to resubmit my invoice because it still hasn't been processed or paid.

Thank you!

--

Maddi St John

518-588-1038

maddistjawn@gmail.com<mailto:maddistjawn@gmail.com>

Songwriter | Vocal Producer | Singer

Audio Engineer | Tour Manager

HitBoy Music, Inc.

15233 Ventura Blvd.
Suite 1210
Sherman Oaks, CA 91403

Invoice

Date	Invoice #
9/21/2022	14

Bill To
<p>Motown Records 345 N Maple Dr. Beverly Hills, CA 90210</p>

P.O. No.	Terms	Project
USP0669984		

Quantity	Description	Rate	Amount
7	<p>Studio back writing room - Daily rate per agreement</p> <p>Please submit electronic payment to:</p> <p>HitBoy Music, Inc. Routing Account</p> <p>JP Morgan Chase 15100 Ventura Blvd, Sherman Oaks, CA 91403</p>	1,300.00	9,100.00
Total			\$9,100.00

20221012001443877E

Stay Royal Productions

1414 e 23rd st Los Angeles California, 90011

Vendor #563707

INVOICE

P. 2

Bill To: Motown Records 345 N Maple Dr

UMG Beverly Hills, CA 90210

Shawnbarron@gmail.com

Deforrest.taylor@icloud.com

fsantella@combsenterprises.com

Umg.invoice.usa@umusic.com

Su-rmi.givens@umusic.com

Date: Nov 1, 2022

Balance Due: \$500.00

Item	Quantity	Rate	Amount
Love Records Writers Experience - Engineering Services - 10.27.22	1	\$500.00	\$500.00

Subtotal: \$500.00

Tax (0%): \$0.00

Total: \$500.00

20221110001451640E

From: umg.invoiceexceptions.usa@umusic.com

To: Su-rmi.Givens@umusic.com;Vanessa.Cordoba@umusic.com;umg.invoice.usa@umusic.com;

Subject: RE: EX-VMF Doc# 8001306922, Multiple vendor names, PPI V# 563707 - Stay Royal Productions

Sent Date: Thursday, November 10, 2022 8:05:28 PM

Received Date: Thursday, November 10, 2022 8:06:20 PM

Email Unique ID: a39e7b98-2749-46c2-a0d6-3797f859d452

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Adding scanning center.

Regards,

[cid:image002.jpg@01D8F56D.DD53D9D0]

Ganesh Uttekar | Universal Music Group

PTP Accountant (US)

Level 5, Tower VIII, Wing A & B, Magarpatta Township Development and Construction Co. Ltd,
Magarpatta City Village Hadapsar, Taluka Haveli, Pune, Maharashtra, 411014.

Calls: 1-855-856-5808 X 2 (8:00 am to 6:30 pm PST)

Emails: Uniport.Helpdesk.US@umusic.com<mailto:Uniport.Helpdesk.US@umusic.com>

Global Finance Community

site<https://nam02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsecure-web.cisco.com%2F1AbTEZHY0piUmrjokkUc_8v1NWwt9wb0-G3h1SX4SvM6dk1XaQhsJSkdFdV1G-Y7sNWn3KxP5c9LKEFDQspf9O079IjhGdEkqry0A9gB89h9IV3QfEPRPrEFIM4apWwovGIhdfoGqntyUUmL4t1_-Oh4-xpcpx9k5IBHvQkc3gOcTLUISBE9z3M7I67IWRtEOKeJAoUnEQ6FO6IMhI9bvXyTqf13PVUzjZWXS8ZIA

_xGkGMVV6SnO0sz82RMOYXAboFWGmaxFB2ZQngWuAjd8VjPE89STHocGFTys5BSCOBJYjyv9eVt5
vkRXJk9o4%

Eucalipto Music LLC

Invoice ID: 091922
Date of Invoice: 09.19.22
Payment Due: Upon Receipt
P.O. #: USP0668363

Bill To:

Motown Records
345 N Maple Dr
Beverly Hills, CA
90210 United States

Payable To:

Eucalipto Music LLC
1505 Langston Ave SW
Atlanta GA 30310
Attention: Roark Bailey

Qty	Description	Unit Price	Total
9	Love Records Camp Day Rate	750	\$6750.00
		TOTAL	\$6750.00

Notes:

Engineering Day Rate For Roark Bailey
Date: 9/9/22 - 9/17/22

EXHIBIT 3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RODNEY JONES,

Plaintiff,

v.

SEAN COMBS,
JUSTIN DIOR COMBS,
CUBA GOODING, Jr.,
LUCIAN CHARLES GRAINGE,
KRISTINA KHORRAM,
CHALICE RECORDING STUDIOS,
LOVE RECORDS,
MOTOWN RECORDS,
UNIVERSAL MUSIC GROUP,
COMBS GLOBAL ENTERPRISES,
JOHN and JANE DOES 1-10; and
ABC CORPORATIONS 1-10,

Defendants.

CASE NO.: 24-1457

**DECLARATION OF ETHIOPIA
HABTEMARIAM IN SUPPORT OF
MOTION TO DISMISS SECOND
AMENDED COMPLAINT BY
DEFENDANTS UNIVERSAL MUSIC
GROUP, MOTOWN RECORDS AND SIR
LUCIAN GRAINGE**

I, Ethiopia Habtemariam, declare as follows:

1. I have personal knowledge of the facts set forth herein, which are known by me to be true and correct, and, if called upon to testify as a witness, I could and would competently testify thereto.

2. I began my employment with the Universal Music companies in January 2003, becoming employed on the music publishing side of the business by Universal Music Publishing Group ("UMPG"). In or around February 2014, I was promoted to President of Urban Music/Co-Head of Creative at UMPG.

3. In or around February 2014, I moved over to the recorded music side of the business and became the President of Motown Records and Executive Vice President of Capitol Music

Group. Motown Records is not an independent company but a record label that is a division of UMG Recordings, Inc. (“UMG Recordings”).

4. In or around March 2021, I became the Chairperson and Chief Executive Officer of Motown Records. I left Motown Records and UMG Recordings at the end of November 2022.

A. The False Allegations Regarding My Presence At Combs’ Homes Where There Were Allegedly Drugs, Underage Girls and Sex Workers

5. Contrary to the allegations of the First Amended Complaint regarding my alleged presence at Mr. Combs’ homes in Miami and New York at alleged “parties” at which underage girls and sex workers were present and being drugged (¶¶ 171-176), I have never visited either of those homes, and I have never attended any “party” at any of Mr. Combs’ homes (other than a single black-tie event in Los Angeles on June 26, 2022 celebrating his “lifetime achievement” award from BET). The only property of Mr. Combs that I ever visited was in Los Angeles, and, as discussed below, all of my visits preceded Plaintiff’s alleged commencement of his work for Mr. Combs and Love Records, Inc. in September 2022. I understand that Plaintiff has now abandoned his claims that either I or Mr. Grainge ever visited Combs’ homes.

6. I have been in the music industry for nearly 20 years, and in my experience, it is not uncommon for some of the most successful people in the music industry to hold business meetings at their homes. It is also very common for successful artists to have recording studios at their homes, where they work on records and conduct related business. Mr. Combs’ Los Angeles property included a home studio in a separate building on the property, and this is where, to my knowledge, Mr. Combs conducted most of his work and his business meetings while in Los Angeles.

7. I visited Mr. Combs’ property a total of four times, and each time was for business purposes. Three of the times I visited Mr. Combs’ property in Los Angeles were all business

meetings in connection with the license agreement between Motown Records and Love Records, Inc. and all took place either in the home studio or an outdoor patio. I also visited his property for the party in Mr. Combs' backyard celebrating his lifetime achievement award from BET.

8. My first visit was in the Spring of 2022, preceding the license agreement. The purpose of the meeting was to listen, in Mr. Combs' home studio, to the recordings he had already made for his album that Love Records, Inc. intended to release. There was no party involved.

9. My second visit to Mr. Combs' home was within a few weeks after the license agreement was signed (May 4, 2022). This meeting was an introduction meeting between Motown staff and the Love Records Inc./Combs Enterprise team over lunch on the outdoor patio. It was purely business: I was there with my team and we met with Mr. Combs and his team. Again, by his own admission, Plaintiff could not have been there (and there were no underage girls or sex workers).

10. My third visit, as I mentioned above, was for a formal, black-tie event held outdoors at Mr. Combs' property, celebrating the lifetime achievement award from BET that he had received at the BET awards show earlier that day. There were many people in attendance at this event, including high-profile artists and producers. However, Plaintiff would not have been there as it was in late June 2022 and I can state without any hesitation, I observed no underage girls, sex workers or drug use at the party.

11. My final visit to Mr. Combs' home in Los Angeles occurred in the July/August 2022 timeframe. The purpose of the visit was to discuss the delivery and release schedule for the Love Records, Inc. album and to have a face to face conversation with Mr. Combs to make sure we met our release schedule deadlines. Again, this meeting preceded Plaintiff's own claimed start

of his work for Mr. Combs and Love Records, Inc. and I observed no underage girls, sex workers or drug use there.

12. I have no recollection of ever having met Rodney Jones, the Plaintiff in this action. As far as I know, he was never present any of the four (4) times I visited Mr. Combs' property in Los Angeles. Indeed, according to the Plaintiff's own timeline in his Amended Complaint, it would have been physically impossible for me to have ever met him at Mr. Combs' house in Los Angeles because my visits there all preceded the commencement of his alleged work for Mr. Combs in September 2022 (§ 24).

B. Motown Enters Into A License Agreement With Love Records, Inc.

13. I am aware that the First Amended Complaint claims that Motown Records was the parent company of Love Records, Inc. (and that the new proposed complaint claims that Motown Records or UMG Recordings was in a "general partnership" with Love Records, Inc.) As of the time I left Motown Records in November 2022, both of those assertions are completely false. To my knowledge and understanding, Love Records, Inc. was a company owned by Mr. Combs (whether directly or through one of his companies, I do not know). Instead, as I will explain below, Motown Records entered into a license agreement to distribute a single album featuring the performance of Mr. Combs that was to be (or had been) recorded by Love Records, Inc. This is a commonplace agreement in the music industry.

14. At some point in the spring of 2022, I entered into discussions with Sean Combs and his counsel, Kenny Meiselas, about Motown Records potentially entering into a license agreement with Mr. Combs' company, Love Records, Inc. for the right to obtain or distribute a new album featuring Mr. Combs as an artist. To my knowledge, as of that time, Mr. Combs had not recorded as an artist for many years, and this would be his first album on Love Records, Inc.

15. I visited Mr. Combs' home studio at or around the time the license agreement was being negotiated (as I recall, Martha Braithwaite, an attorney within UMG Recordings, negotiated the agreement with Mr. Meiselas) to listen to the recordings that Mr. Combs had already recorded. It was originally contemplated, when Motown Records entered into the license agreement with Love Records, Inc., that Motown Records was going to be licensing, for distribution, a nearly completed album and the "advance" payment (some amount of royalties or profit shares are commonly advanced and recouped from the income generated by recordings) would actually serve to reimburse Love Records, Inc. for the recording costs it had incurred in producing the album.

16. On or about May 4, 2022, Motown Records and Love Records, Inc. entered into a license agreement whereby Motown Records obtained the right to distribute, for defined period of time, a single album that was tentatively entitled *The Love Album*. I understand that a redacted copy of the license agreement is attached to the accompanying declaration of Ms. Braithwaite as Exhibit A thereto.

17. In public statements announcing the license agreement, I am aware that both Motown Records and Love Records, Inc. (and Mr. Combs) expressed their excitement at "partnering" with respect to Mr. Combs' forthcoming album. This was a colloquial use of the term "partner" or "partnering." Motown Records and Love Records, Inc. were not "partners" in any legal sense but we were going to be working together with respect to the production and distribution of the album under the license agreement. To my knowledge, any assertion that Motown Records or UMG Recordings was in a "general partnership" with Love Records, Inc. is false.

18. While, as I have stated, the original contemplation of the license agreement was that Love Records, Inc. would be delivering an album that was substantially completed, at some point thereafter, Mr. Combs decided that he wanted to create and record additional tracks.

C. While I Was Chairperson and CEO, Motown Records Did Not Financially Sponsor Or Provide Security For The Writers' Camps Or Listening Sessions.

19. The Amended Complaint makes allegations about the supposed obligation of Motown Records and/or UMG Recordings to provide security at writers camps and/or listening sessions at Mr. Combs' homes and claims that Motown Records or UMG Recordings "sponsored" the camps and/or listening sessions. While I was chairperson and CEO of Motown Records, to my knowledge, Motown Records never financially sponsored any so-called "writer camps" or listening sessions and did not provide or pay for security for Love Records, Inc. I expect that if there were any security, that would have been the obligation of Love Records, Inc., which was running the "writers' camp" and any listening sessions.

20. My understanding is consistent with what is stated in the accompanying declaration of Ms. Braithwaite: Love Records, Inc., not Motown Records or UMG Recordings, was responsible for security at any Love Recordings' writers' camp or listening sessions.

21. Moreover, as I have said, the only "listening" session I ever attended at Mr. Combs' Los Angeles property (the only one I ever visited) was before the license agreement was entered into in order to listen to the recordings he had already made in his home studio. I do not know if there was any security at Mr. Combs' home but if there were, my understanding is that he or one of his companies would have been responsible for it, not Motown Records.

22. With respect to the "writers' camp" at Chalice Studios in September 2021, I did briefly visit the studio to hear some of the new tracks that had been recorded (or were in the process of being recorded). I have no recollection of meeting the Plaintiff at Chalice Studios (there were

a number of different rooms there and it may be that Plaintiff was in a different area than I was in, if he was there at all).

23. Regardless, at the time that I was at Chalice Studios, there was no shooting inside or nearby.

D. I Did Not Make And Am Not Aware Of Any "Cash" Payments Being Made To Love Records, Inc. or Mr. Combs By Motown Records Or UMG Recordings

24. In addition to accusing me of engaging in a criminal racketeering enterprise (which is categorically untrue), the First Amended Complaint accused me, Lucian Grainge, Motown Records and UMG Recordings of having participated in, aided and abetted and helped to conceal alleged sex trafficking by Mr. Combs and his colleagues. These are vile and deeply upsetting accusations, and are completely untrue.

25. As I understand it, the foundational bases for these claims in the First Amended Complaint (and they have no basis in fact) are the false assertions that Motown Records was the parent company of Love Records, Inc. and that Lucian Grainge and I both attended "listening parties" at various of Mr. Combs' homes at which such alleged sex trafficking occurred. I never attended any such listening party and Motown Records was not the parent company of Love Records, Inc. I am not aware of Lucian Grainge ever visiting any of Mr. Combs' homes. I understand that in a proposed new complaint, Plaintiff has now abandoned every one of these allegations.

26. As I understand the allegations of the First Amended Complaint, it also claims that I, Lucian Grainge, Motown Records and/or UMG Recordings delivered "cash" to Mr. Combs, allegedly "millions of dollars" and concealed this alleged delivery of "cash" by failing to file required tax forms. Again, I understand that this allegation has also been abandoned in the new proposed complaint.

27. I never gave any cash to Mr. Combs or Love Records, Inc. and I am not aware of any cash ever being provided to Mr. Combs or Love Records, Inc. (or anyone else associated with Mr. Combs) by Lucian Grainge, Motown Records or UMG Recordings while I was employed by Motown Records. Rather, to my knowledge, under the license agreement, there was provision for the payment or reimbursement of certain recording costs and other legitimate expenses of Love Records, Inc. that were invoiced. I have no reason to believe that Mr. Combs could or did misuse any of the monies Motown Records was required to pay Love Records, Inc. under the license agreement.

E. Mr. Blackburn's Proffer To Let Me Out Of This Case If I Gave Him A Declaration Presenting A False Narrative

28. Being falsely accused of criminal conduct is deeply upsetting to me. I did no wrong. I never saw or participated in any alleged racketeering enterprise, and I never saw, aided or abetted or tried to conceal any sex trafficking activity. I did not distribute cash to Mr. Combs or anyone else. In short, there is no basis for any of the claims asserted against me and I should never have been named as a defendant in this lawsuit.

29. After the filing of the Amended Complaint, Mr. Jones's counsel, Tyrone Blackburn, approached me and proposed to dismiss me from this case if I would provide a declaration. He sent over a proposed declaration to my personal counsel, but the declaration he presented was materially false, and I would not and could not sign it.

30. My counsel provided a revised declaration that addressed the topics that Mr. Blackburn addressed and corrected his false narrative. I am aware that Mr. Blackburn found my truthful version to be unsatisfactory to him and he presented yet another version that again presented a false narrative.

31. My counsel again provided Mr. Blackburn with a revised version of the declaration, which again tried to correct his false narrative.

32. As can be seen from the declaration itself, which is less than two pages, it summarizes my employment history with UMG Recordings and Motown Records, it notes Motown's license agreement with Love Records, Inc., and goes on to confirm that I have no knowledge supporting Jones's claims that (i) Motown or UMG sponsored listening parties or writers' camps, or (ii) Motown or UMG made cash payments to Mr. Combs or Love Records. I provided the declaration (though my personal counsel) to Mr. Blackburn. Shortly thereafter, Jones filed a dismissal of the case, as against me as a defendant.

33. I am informed and believe that Mr. Blackburn has falsely represented to various social media sites and other media outlets that I agreed to "testify against" Mr. Combs. This is completely untrue. I have no personal knowledge of any alleged wrongdoing by Mr. Combs and there is nothing I could testify to that would be against his interest. I have never indicated, in the declaration or otherwise, that I have any intention of testifying "against" Mr. Combs or otherwise testifying on behalf of Plaintiff.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: March 27, 2024


DocuSigned by:

79659546289542E...
Ethiopia Habtemariam

EXHIBIT 4

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RODNEY JONES,

Plaintiff,

v.

SEAN COMBS,
JUSTIN DIOR COMBS, CUBA GOODING,
Jr., LUCIAN CHARLES GRAINGE,
KRISTINA KHORRAM,
LOVE RECORDS,
MOTOWN RECORDS,
UNIVERSAL MUSIC GROUP,
COMBS GLOBAL ENTERPRISES,
JOHN and JANE DOES 1-10; and
ABC CORPORATIONS 1-10,

Defendants.

CASE NO.: 24-1457

**DECLARATION OF DONALD S.
ZAKARIN IN SUPPORT OF
DEFENDANTS' UNIVERSAL MUSIC
GROUP, MOTOWN RECORDS AND SIR
LUCIAN GRAINGE MOTION TO
DISMISS THE SECOND AMENDED
COMPLAINT**

I, Donald S. Zakarin, declare as follows:

1. I am a member of Pryor Cashman LLP, counsel for Defendants Sir Lucian Grainge CBE, and Motown Records (a division of UMG Recordings, Inc.). Plaintiff has also named Universal Music Group as a defendant but there is no such juridical entity. Universal Music Group is an umbrella name commonly used to refer to all of the various companies and record labels that are encompassed within UMG Recordings, Inc. I therefore assume that Plaintiff has misnamed Universal Music Group, intending to actually name UMG Recordings, Inc., and I will refer to Universal Music Group herein as UMG Recordings, Inc. ("UMG Recordings"). I have personal knowledge of the facts set forth in this Declaration and if called and sworn as a witness, I could and would competently testify thereto.

2. I submit this declaration in support of the motion of Defendants Sir Lucian Grainge (CBE), Motown Records and UMG Recordings (sometimes collectively referred to

herein as the “UMG Defendants”) to dismiss the Second Amended Complaint (“SAC”) on the following bases: (i) under Federal Rule 12(b)(2) for lack of personal jurisdiction; (ii) under Federal Rule 12(b)(3) for improper venue; (iii) under Federal Rule 8(a)(2) and (d)(1) for failure to plead in simple and concise statements; and (iv) under Federal Rule 12(b)(6) for failure to state a claim. In addition, I submit this declaration in support of the motion of the UMG Defendants pursuant to Federal Rule 12(f) to strike impertinent and scandalous material from the SAC.

3. I am mindful that the Court wants us to focus this motion to dismiss on the legal insufficiency of the SAC. And in furtherance of that, we have narrowly focused the Memorandum of Law on the legal insufficiency to show that, even without regard for the lack of any factual basis for the allegations made against the UMG Defendants in the SAC, the SAC fails to state any claim against the UMG Defendants.

4. Also, consistent with the approach of the Memorandum of Law, the first portion of this declaration will be focused solely on the undisputed facts and documents that are integrally related to the SAC, establishing that there is no factual or legal basis for any of the claims against the UMG Defendants and that the claims against them should be dismissed with prejudice.

5. However, because the Plaintiff and Mr. Blackburn have now knowingly filed three complaints filled with offensively false criminal accusations, simply seeking and obtaining the dismissal of the SAC for legal insufficiency does not and cannot fully address the harm that Plaintiff and Mr. Blackburn have visited on my clients. Accordingly, while I fully understand that, in order to dismiss this case with prejudice against the UMG Defendants, this Court may neither need nor want to examine all of the falsehoods that permeate the SAC and Mr.

Blackburn's highly improper conduct, I think it important for this declaration to document the extent to which Plaintiff and Mr. Blackburn have filled the SAC not merely with baseless conclusions but with allegations that they know are completely false. Documenting the falsity of the SAC (and Mr. Blackburn's outright misrepresentations to this Court) will be deferred to the second portion of this declaration.

A. The Roadmap Through the Accompanying Declarations In Support Of The Motion To Dismiss the SAC

6. The primary purpose of this declaration is to assist the Court by summarizing the undisputed facts set forth in the declarations of Sir Lucian Grainge, Martha Braithwaite and Ms. Habtemariam. Those declarations conclusively show the factual and legal baselessness of the SAC and the UMG Defendants' entitlement to its dismissal. A copy of Sir Lucian Grainge's declaration is attached hereto as Exhibit 1. A copy of Ms. Braithwaite's declaration is attached hereto as Exhibit 2. A copy of Ms. Habtemariam's declaration is attached hereto as Exhibit 3.

B. Pursuant to FRCP Rule 12(b)(2), There Is No Personal Jurisdiction Over Sir Lucian Grainge

7. As set forth in the accompanying declaration of Sir Lucian Grainge, there is no basis for personal jurisdiction over him in this Court. The SAC, a copy of which is attached hereto as Exhibit 4, admits that Mr. Grainge lives in Los Angeles. While the FAC falsely alleged contacts between Mr. Grainge and New York, those allegations have been abandoned in the SAC (instead, attributing the supposed "mail" and "wire" communications to Mr. Combs). As this Court already knows, Mr. Blackburn has been referred by Judge Cote to the Southern District Grievance Committee for his persistent failure, in multiple cases, to properly investigate personal jurisdiction issues.

8. Moreover, every other defendant (with the exception of a “Combs Enterprises” and the newly added Cuba Gooding, Jr.) is also alleged to be based in Los Angeles, and the activities complained of took place in California or Florida. Based on my review of online sources, it appears that Combs Enterprises (which has changed its name) is a limited liability company organized under Delaware law and owned by Mr. Combs. I am informed as well that it is headquartered in Florida.

9. I understand that a proper RICO claim can support personal jurisdiction over foreign defendants, assuming a sufficient nexus with the forum. However, because the RICO claims against the UMG Defendants are factually and legally baseless, the objection to personal jurisdiction is being preserved here.

C. The SAC Violates FRCP Rule 8

10. Rule 8 of the Federal Rules requires that Complaints contain short and plain statements and be simple and concise. The SAC is anything but. Just by way of example, the RICO claim (the SAC First Cause of Action, ¶¶ 201-276) frequently refers generally to “defendants” without any specificity as to who did what and when. To the extent it attempts to connect the UMG Defendants to the alleged RICO “conspiracy” or “enterprise,” it does so solely with conclusory allegations about a supposed “general business partnership” between Motown Records and/or UMG Recordings with Love Records, Inc. and/or Mr. Combs and the supposed failure of the UMG Defendants to supervise and control how Mr Combs allegedly spent monies payable by Motown Records under the license agreement (attached as Exhibit A to the Braithwaite declaration).

11. As set forth in the accompanying declaration of Ms. Habtemariam, there never a “partnership” between Motown Records and/or UMG Recordings and Love Records, Inc. and/or